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MISCELLANY.

Rehearings.—In this case petition for rehearing has been granted: Chesapeake & O. R. Co. v. Ruckman, 76 S. E. 278. Granted June 16th, 1913.

Virginia Board of Law Examiners.

Roanoke, Va., June 25th, 1913.

QUESTIONS.

1. What is meant by a case agreed? And state the proceedings thereunder.

2. What is the leading difference between a plea in abatement and a plea in bar?

3. State the rule as to what should be charged in an indictment for a criminal offense?

4. On the trial of a case for personal injuries the plaintiff introduced a witness whose testimony tended to show negligence on the part of the defendant. Upon cross-examination counsel for the defendant introduced a written statement made by the witness tending to contradict his evidence in chief. When the evidence was all in counsel for plaintiff requested the court to instruct the jury that the written statement could only be considered by them as tending to discredit the witness. The court refused to so instruct, was this error?

If you think that it was error, give reason why the ruling was likely to be prejudicial to the plaintiff?

5. What is a qualified or determinable fee, and give an illustration of such an estate?

6. What is the legal effect of a sale by an expectant heir of his interest in his prospective estate to a stranger?

7. What is the legal effect (1) of a sale by a remainderman or reversioner of his remainder or reversion to a stranger; (2) of a release by the heir of his prospective interest to the ancestor himself?

8. A life tenant makes valuable permanent improvements on property owned by B, in remainder and executes a deed of trust on the property to secure the debt and dies. Can the lien be enforced against the property in the hands of the remainderman? Give reason for answer?

9. A employs B to do certain work for him and agrees to pay the employees of B. Whose servants are the employees of B? and why?

10. The goods of a commercial traveler are stolen from a sample room of a hotel where he is stopping as a guest. What is the measure of care required of the proprietor in such a case?

11. A municipality negligently allows the water in its water works

system to become polluted with poisonous substances by reason whereof a person using the water contracts typhoid fever, and dies. Is the city liable to his personal representative? Give reason for answer.

12. What is the difference between a contract of guaranty and that of surety?

13. When is notice of default necessary to fix a guarantor's liability; and what is the effect of the failure of a guarantor to give notice, when necessary, of the principal's default?*

14. State the implied contract of a physician or surgeon with his employer?

15. A wine merchant sells fifty cases, thirty-five cases of quarts and fifteen cases of pints of wine of a certain brand lying in his cellar, which contains other cases of the same character and description. When the time arrives for the purchaser to receive and pay for the wine he notifies the merchant that he will not take and pay for the same. What are the different views held as to when title passes, and what are the remedies of the seller?

16. When is a judgment recovered in the courts of one state conclusive in another state under the full faith and credit clause of the Federal Constitution?

17. A is entitled to an estate for life and conveys the same to B; a stranger wrongfully enters upon the land and B brings ejectment against him to recover the land. Pending action B dies. In whose name should the action be revived, in B's heirs, or his personal representative, and why?

18. State three possible defenses which might be interposed by a vendee in a suit for specific performance of a contract for a sale of land brought by a vendor against him?

19. A owed B \$100.00 barred by the statute of limitations. A dies and B qualifies as administrator of his estate and retains the amount due him by his intestate barred by the statute. The distributees of the estate bring suit for a settlement of the estate and claim among other things that they are entitled to the amount retained by B. What is the correct decision and why?

20. Give the essential elements of equitable estoppel?

21. A. who is administrator of B's estate, is appointed guardian of one of the legatees, and in the latter capacity gives a receipt to himself as administrator for money going to the legatee. As between the administrator and his sureties, and the guardian and his sureties, who is liable to the legatee for the amount?

22. A partnership composed of A and B, sold their firm assets to C, who assumes as part of the consideration to pay the firm debts. The debts become due and C fails and refuses to pay the same.

*Clause in italics was withdrawn.

(a) What are the rights and remedies of the partners A and B, as against C?

(b) What are the rights of the partnership creditors against either or both A and B, and C?

23. A and B were partners in a drug store. A died and his personal representative brought suit against B, and in the bill filed asked for a dissolution of the partnership, the appointment of a receiver to take charge of the business, pay the debts and wind it up. B's attorney appeared and demurred to the bill. What should be the ruling of the court on the demurrer and why?

24. A executed a power of attorney to B to sell his farm "Black Acre," at the price of \$5,000.00; thereupon went abroad and shortly thereafter died. After A's death B contracted to sell "Black Acre" to C, neither B nor C having any knowledge of A's death. C brings suit for specific performance of the contract against A's heirs. Can he enforce it? Give reason for answer.

25. A employs B to attend a horse sale and bid off for him a certain valuable horse at a price not exceeding \$1,000.00. B attends the sale. The animal was purchased by him for \$500.00. He tells the auctioneer that the bid was his, saying nothing as to A, and paying 10 per cent of the purchase price which had been furnished by A, took the animal and turned it over to A. Before the rest of the purchase price became due A became insolvent, and a suit was brought to recover the amount from B. Is B liable or not? State reason?

26. A city authorized the destruction of a building supposed to be infected with small-pox germs without notice to the owner. The owner sued the city for damages for the destruction of the building. Is the city liable? Give reason.

27. When does a railroad company's responsibility for goods shipped cease as a carrier and the company become liable as a warehouseman?

28.* A B conveys a tract of land by deed in the following form:

"This deed made this — day of —, 1913, between A. B., party of the first part and C. D. party of the second part:

—: WITNESSETH :—

That for and in consideration of the natural love and affection which the said A. B. has for his said wife and the children of the said A. B. and C. D., he the said A. B. doth grant, with General Warranty unto the said C. D. and the children of the said A. B. and C. D. the following land in the County of Roanoke, State of Virginia, bounded and described as follows:

To have and to hold unto the said C. D. three-fourths thereof for

*Question 28 in its entirety was withdrawn.

and during the term of her natural life, with remainder in said three-fourths to the children of the said A. B. and C. D. in fee.

Said A. B., party of the first part reserves the possession and use of said land during his life with the right to sell and convey the same.

WITNESS the following signature and seal."

A. B. and C. D. had three children living at the date of the execution and delivery of the deed, one of whom afterwards during the life time of A. B. died intestate, unmarried and without issue. After the death of this child during the life time of A. B. another child was born to A. B. and C. D. After the death of the former and prior to the birth of the latter child A. B. executed a deed of conveyance of the entire tract to E. F., and A. B. died leaving C. D. surviving.

- (1) What estate remained in A. B. after the execution and delivery of the deed to C. D. and children and why?
- (2) What estate was vested thereby in C. D.?
- (3) What estate passed to the three children living at the date of the execution and delivery of the deed?
- (4) What estate or interest, if any, passed by the deed executed by A. B. to E. F.?
- (5) In whom was the title to the tract of land vested at the death of A. B., and what interest?

29. A sells B a tract of land containing 100 acres at the price of \$50.00 per acre. C asserts title to ten acres of the tract worth \$200.00 per acre as compared with the value of the rest of the tract. B purchases C's title at the price of \$100.00 per acre, and sues A for breach of warranty. What must B show to entitle him to recover, and what is the measure of his recovery?

30. What are the rights of authors of letters of a private nature, and how may such rights be protected in case of threatened invasion?

31. What is a *subpoena duces tecum*, and how obtained?
32. When is a libelous publication privileged?
33. Who decides whether or not a particular publication is privileged, and what must the plaintiff show in order to recover in case of a privileged publication?

34. A will is dated and signed by the testator and witnessed by two witnesses, whose attestation bears a date subsequent to the date of the will. The probate shows that the will was proved by one of the attesting witnesses to be wholly in the handwriting of the testator, except the words "Without Security," following the naming of the executors, which words were in the handwriting of the witness, and written at the request of the testator. This is the only proof as to the execution and acknowledgment. Is the proof sufficient? Give reasons for answer.

35. A devises a tract of land and certain personal property to B, and the residue of his property, real and personal to C, he also provides in his will for certain legacies, payable to D and E, and that all indebtedness against him must be paid. C contends that the debts and legacies should be borne in ratable proportion in the property bequeathed to himself and B. What are the rights of the parties?

36. A municipal corporation caused injury to A's freehold by excavating and grading a street alongside his land.

(a) What form of action may A bring in Virginia?

(b) What is the measure of his damages?

37. In what counties or corporations in this state may resident defendants be sued in personal actions, and in what counties or corporations may non-resident defendants be sued?

38. Upon a trial for murder it was alleged and shown that the killing resulted from an attempt to commit robbery. The attorney for the prisoner requested the court to instruct the jury that the burden was upon the Commonwealth to establish a willful, deliberate and premeditated design to take the life of the deceased. The court refused to so instruct, was this error? Give reason for answer.

39. An indictment for arson charged the person with burning an incomplete and unoccupied dwelling house, could the person be convicted of arson under such an indictment? Give reason for answer.

40. How is a jury obtained and empaneled for the trial of a felony case?

Successful Applicants.

Following is a list of the successful applicants for license to practice law in Virginia:

Adams, Robert B., Jr.....	Roanoke, Va.
Amonette, Clarence Ogden.....	Madison Heights, Va.
McPherson, Harvey B.....	Marion, Va.
Dandy, T. Rochelle.....	Salem, Va.
Barker, James M.....	Bristol, Va.
Barton, Robert Thomas, Jr.....	Winchester, Va.
Battle, John Stewart.....	Charlottesville, Va.
Betty, George M.....	Onancock, Va.
Burks, Charles E.....	Lynchburg, Va.
Caldwell, George A.....	Bristol, Tenn.
Camblos, James L.....	Marietta, Ga.
Campe, Bernard L.....	Norfolk, Va.
Carter, John W., Jr.....	Martinsville, Va.
Causey, Beverly Douglas.....	Lexington, Va.
Christion, Andrew D.....	Richmond, Va.

Clarke, G. Stanley.....	Richmond, Va.
Cocke, Lucian H., Jr.....	Roanoke, Va.
Cook, Carl Frederick.....	Washington, D. C.
Coulbourn, William Clark.....	Richmond, Va.
Crockett, Charles Campbell.....	Americus, Ga.
Crowgey, H. L.....	Wytheville, Va.
Davis, Q. C., Jr.....	Rosslyn, Va.
Day, H. F.....	Norfolk, Va.
DuVal, John Billingsley.....	Richmond, Va.
DuVal, R. C., Jr.....	Richmond, Va.
Ellis, Andrew Jackson.....	Ashland, Va.
Fellers, Stanford Lee.....	Roanoke, Va.
Fentress, Willis V.....	Richmond, Va.
Fifield, R. A.....	Remington, Va.
Fletcher, T. C.....	Richmond, Va.
French, George Mark.....	Woodstock, Va.
Garland, G. G.....	Richmond, Va.
Goldsmith, William Wallace.....	Southern Pines, N. C.
Goodloe, H. B.....	Roanoke, Va.
Gray, J. Stanley.....	Petersburg, Va.
Groner, Powell Campbell.....	Norfolk, Va.
Hall, Horace W.....	Clarendon, Va.
Halstead, Theophilus Stembel.....	University of Virginia.
Hecht, Edgar J.....	Norfolk, Va.
Huger, Benjamin.....	Roanoke, Va.
Hunter, Charles Evant.....	Appomattox, Va.
Hudson, Leo V.....	Norfolk, Va.
Keister, Thurston Lantz.....	Roanoke, Va.
Kelly, Henry Wise.....	Warrenton, Va.
Lindsay, L. E.....	Oscala, Va.
Lynch, Harry H.....	Winchester, Va.
Massie, Julian B.....	Roseland, Va.
Miller, Henry Robert, Jr.....	Richmond, Va.
Miller, Leland L.....	Ginter Park, Va.
Millsaps, Louis Henry.....	University of Virginia.
McCormick, John Abner.....	Java, Va.
McDorald, Wm. Percy.....	Bay St. Louis, Miss.
McLemore, J. Monroe.....	Big Stone Gap, Va.
Paul, George H.....	Manchester, Va.
Pennington, Walter Ray.....	Pennington Gap, Va.
Pifer, J. E.....	Strasburg, Va.
Poland, Bernard Vincent.....	Lexington, Va.
Pulley, Junius W.....	Ivor, Va.
Puryear, John.....	Orange, Va.
Quillen, J. M. Jr.,.....	Colburn, Va.
Rogers, Frank W.....	Dendron, Va.

Ryland, Robert A.....	Beulahville, Va.
Skinner, Frederick Henry.....	Newport News, Va.
Smith, P. A. L. Jr.,.....	Cardwell, Va.
Talley, Thomas I.....	Richmond, Va.
Trenor, W. O.....	Roanoke, Va.
Viney, John Irwin.....	Newport News, Va.
Walker, Croom Ware Jr.,.....	Alameda, Cal.
Walker, Thomas Frank.....	Lexington, Va.
Welborn, W. L.....	Roanoke, Va.
Whittle, Kennon Caithnall.....	Martinsville, Va.
Woodward, Herbert Mörison.....	West Point, Va.
Wyant, Herbert W.....	Harrisonburg, Va.